

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List**



On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*TM, a menu-driven database system. For more information on ordering from Federal Supply Schedules click on the GSA Schedules link on the GSA Portal at <http://gsa.gov>.

Professional Services Schedule (PSS)

**CONTRACT NUMBER
GS-00F-0002N awarded 1 Oct 2002**

CONTRACT PERIOD: 01 Oct 2002 through 31 May 2018

**Option 3, Supplement 3
Effective 1 June 2016**

Business Classification: Small Business

THE PROMETHEUS CO., INC.

**14357 Castle Court
King George, VA 22485
301-866-5900
FAX 301-866-0300
Email: Beacon@prometheusco.com
www.Prometheusco.com
POC Mr. Waldon Jue**

PROMETHEUS

NOTE: Prices shown herein are Net (discounts applied)

GS-00F-0002N Special Item Numbers (SINS)

C132-51 Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING - Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

874-1 Integrated Consulting Services - Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include:

- Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services
- Facilitation and related decision support services
- Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings
- Advisory and assistance services in accordance with FAR 37.203

NOTE: Consulting services where the preponderance of work is specifically covered under other GSA Schedules are not permitted under this SIN; please refer to the Scope of Work in Part I of the MOBIS solicitation for further information.

874-7 Integrated Business Program Support Services - Contractors shall provide services to assist agencies in managing their mission-oriented business projects or programs and achieving mission performance goals. Services covered by this SIN include:

- All phases of program or project management, from planning to closeout
- Operational/administrative business support services in order to carry out program objectives

NOTE 1: Program support services where the preponderance of work is specifically covered under other GSA Schedules are not permitted under this SIN; please refer to the Scope of Work in Part I of the MOBIS solicitation for further information.

NOTE 2: Administrative support services are authorized under this SIN; however, they must be provided in conjunction with other professional business services covered under this Schedule and must be performed under the supervision of the contractor's Project or Program Manager. Personal services as defined in FAR are prohibited under MOBIS.



Table of Contents

| <u>Section Title</u> | <u>Page</u> |
|---|--------------------|
| I. INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS. | 1 |
| 1. GEOGRAPHIC SCOPE OF CONTRACT | 1 |
| 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION | 1 |
| 3. LIABILITY FOR INJURY OR DAMAGE..... | 2 |
| 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279..... | 2 |
| 5. FOB: DESTINATION..... | 2 |
| 6. DELIVERY SCHEDULE | 2 |
| 7. DISCOUNTS: | 3 |
| 8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED | 3 |
| 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING | 3 |
| 10. SMALL REQUIREMENTS:..... | 3 |
| 11. MAXIMUM ORDER..... | 3 |
| 12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404 | 3 |
| 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION..... | 5 |
| 14. SECURITY REQUIREMENTS..... | 6 |
| 15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES | 6 |
| 16. GSA ADVANTAGE!..... | 7 |
| 17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS | 7 |
| 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS | 7 |
| 19. OVERSEAS ACTIVITIES..... | 8 |
| 20. BLANKET PURCHASE AGREEMENTS (BPAs)..... | 8 |
| 21. CONTRACTOR TEAM ARRANGEMENTS | 9 |
| 22. INSTALLATION, DEINSTALLATION, REINSTALLATION | 9 |
| 23. SECTION 508 COMPLIANCE | 9 |
| 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES..... | 9 |



| | |
|--|----|
| II. TERMS AND CONDITIONS | 11 |
| 1. SCOPE | 11 |
| 2. PERFORMANCE INCENTIVES | 11 |
| 3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) | 11 |
| 4. ORDER | 14 |
| 5. TIME AND MATERIAL OF ORDERS | 15 |
| 6. PERFORMANCE OF SERVICES | 18 |
| 7. INSPECTION OF SERVICES | 18 |
| 8. RESPONSIBILITIES OF THE CONTRACTOR | 19 |
| 9. RESPONSIBILITIES OF THE GOVERNMENT | 19 |
| 10. INDEPENDENT CONTRACTOR | 19 |
| 11. ORGANIZATIONAL CONFLICTS OF INTEREST | 19 |
| 12. INVOICES | 20 |
| 13. PAYMENTS | 20 |
| 14. RESUMES..... | 20 |
| 15. INCIDENTAL SUPPORT COSTS | 20 |
| 16. APPROVAL OF SUBCONTRACTS..... | 20 |
| 17. SERVICE CONTRACT ACT | 20 |
| III. FORMATS | 22 |
| BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE..... | 24 |
| SAMPLE BPA | 25 |
| CONTRACTOR TEAMING..... | 27 |
| IV. SERVICES AND PRICING | 29 |
| 1. DESCRIPTION OF INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES:..... | 29 |
| 2. HOURLY RATES - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES | 33 |
| 3. DESCRIPTION OF OTHER PROFESSIONAL SERVICES MISSION ORIENTED BUSINESS IMPROVEMENT SERVICES (MOBIS) :..... | 34 |
| 4. HOURLY RATES - OTHER PROFESSIONAL SERVICES MANAGEMENT, ORGANIZATIONAL AND BUSINESS IMPROVEMENT (MOBIS) | 37 |





I. INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Services offered under this contract are available in all 50 states, the District of Columbia, and U.S. Government embassies and activities worldwide.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

**The Prometheus Company, Inc.
14357 Castle Court
King George, VA 22485**

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank accounts information for wire transfer payments will be shown on the invoices.

The following telephone number(s) are used by ordering agencies to obtain technical and/or ordering assistance: (301) 866-5900 or (301) 866-5934



3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 15: Contractor Name: The Prometheus Company, Inc.
Block 16: Contractor Establishment Code (DUNS): 61-617-9610
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business: NO
Block 32: HUBZONE Small Business: NO
Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1542489
Block 40: VOSB: B. Other Veteran Owned Small Business
Block 45: Number of Employees: A. 50 or less
Average Annual Revenue: N. \$1,000,000 - \$2,000,000

- a. CAGE Code: OMDK8
- b. Contractor has registered with the System for Award Management (SAM) Database.

5. FOB: DESTINATION

6. DELIVERY SCHEDULE

TIME OF DELIVERY. The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

| <u>SPECIAL ITEM NUMBER</u> | <u>DELIVERY TIME (Days ARO)</u> |
|----------------------------------|---------------------------------|
| C132-51, C132-51RC, C132-51STLOC | |
| 874-1, 874-1RC | As Required (for all) |
| 874-7, 874-7RC | |

URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.



7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Discount for use of Government Commercial Credit Card: None

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U. S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

Not Applicable

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is:

SIN: C132-51, C132-51RC, C132-51STLOC **\$100**

SIN: 874-1, 874-1RC, 874-7, 874-7RC **\$100**

11. MAXIMUM ORDER

a. The maximum order value for per order for all Information Technology (IT) Professional Services, **SIN:** C132-51, C132-51RC, C132-51STLOC is **\$1,000,000**.

b. The maximum order value per order for Other Professional Services, Mission Oriented Business Integrated Services (MOBIS) **SIN's:** 874-1, 874-1RC, 874-7, 874-7RC is **\$1,000,000**

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404

(NOTE: Special ordering procedures have been established for Special Item Numbers (SINS) C132-51, C132-51RC, C132-51STLOC IT Professional Services; refer to the terms and conditions for those SINs.)

Orders placed pursuant to a Multiple Award Schedule (MAS), using the Procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, Synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart

19.5. GSA has already determined the prices of items under schedule contracts to be Fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administration costs, etc.) to meet the government's needs.

Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider:

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service
- Trade-in considerations
- Probable life of the item selected as compared with that of a comparable item
- Warranty considerations
- Maintenance availability
- Past performance
- Environmental and energy efficiency considerations

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b above, and before placing an order that exceeds the maximum order threshold, ordering office shall:

Review additional Schedule Contractors':

- (1) Catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors)
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed if the ordering office determines that it is appropriate.

(4) NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- a. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- b. Offer the lowest price available under the contract; or
- c. Decline the order (orders must be returned in accordance with FAR 52.216-19)
- d. Blanket Purchase Agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions. In addition to the circumstances outlined in paragraph (c), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items or small business concerns when two or more items at the same delivered price will satisfy the requirement delivered price will satisfy the requirement.

Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the peculiar brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION

Federal departments and agencies acquiring products from this schedule must comply with the provisions of the Federal Standards program, as appropriate (reference: NIST Federal Standards Index). Inquires to determine whether or not specific products listed herein comply with federal information Processing Standards (FIPS) or federal telecommunications Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the contractor.



13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

When these are adopted for Federal use. Individual Information Technology products under this schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable “FIPS Publication.” The U.S. Department of Commerce issues Federal Information Processing Standards Publications (FIPS PBS). The National Institute of Standards and Technology (NIST) pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable “FED-STD.” The U.S. Department of Commerce, National Institute of Standards and Technology (NIST) issue Federal Telecommunication Standards, pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the Government’s convenience, and (m) Termination for Cause (See C.1.).



16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices and ordering information. GSA Advantage! Will allow the user to perform various searches across all contracts including, but not limited to:

- Manufacturer
- Manufacturer's Part Number
- Product categories

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g. publicizing (part 5), competition requirements (part 6), acquisition of commercial items (part 12), contracting methods (part 13, 14, and 15), and small business programs (part 19).

The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable.

3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and,

4. All clauses applicable to the items not on the Federal Supply Schedule are included in the order

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

Time of delivery/installation quotations for individual orders

Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service software package submitted in response to requirements which result in orders under this schedule contract



Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c) (3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with clause 552.238-74, Contractor's Reports of sales and 552.238-76, Industrial Funding Fee, I.E., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-51.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.prometheusco.com. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order -

a. A copy of the authorization from the agency with whom the contractor has the prime contract (unless a copy was previously furnished to the federal supply Schedule contractor); and,

b. The following statement: This order is placed under written authorization from _____, dated _____. In the event of any inconsistency



between the terms and conditions of this order and those of your - 10 -Federal Supply
Schedule contract, the latter will govern.



II. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO
INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER C132-51)
and
OTHER PROFESSIONAL SERVICES
MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)
(SPECIAL ITEM NUMBER 874-1 AND 874-7)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number C132-51, C132-51RC, C132-51STLOC (Information Technology Professional Services) and Special Item number 874-1, 874-1RC, 874-7, 874-7RC (Mission Oriented Business Integrated Services) apply exclusively to IT and MOBIS Services within the scope of this Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item

Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3). GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

a. When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN C132-51, C132-51RC, or MOBIS services under are SIN C874-1 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as the above listed SINs. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet

any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

c. The ordering office should give preference to small business concern when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. TIME AND MATERIAL OF ORDERS

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts.

As prescribed in 32.111(b), insert the following clause:

Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2002) (Alternate II – Feb 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.* (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials and subcontracts.* (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor- (A) In accordance with the terms and conditions of a subcontract or invoice; and (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise

under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

6. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA City pair contracts.

7. INSPECTION OF SERVICES

The inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply will all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply..

9. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT and/or MOBIS Services.

10. INDEPENDENT CONTRACTOR

All IT and/or MOBIS Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. .Definitions.

“Contractors” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates.” “Contract or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract though without some restriction on activities by the Contractor and its affiliates, may either (i) result in any unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT and/or MOBIS services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and -materials orders, the Payments under Time-and -Materials and Labor-Hour Contracts (Alternate I (APR 1984) at FAR 52.232-7) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17. SERVICE CONTRACT ACT

a. The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."



b. SCA Matrix

| SCA Eligible Contract Labor Category | SCA Equivalent Code - Title | WD Number |
|---|------------------------------------|------------------|
| Technical Editor/Writer | 30461 - Technical Writer I | 05-2104 |
| Clerical Support | 01612 - Word Processor II | 05-2104 |
| Editor | 30462 - Technical Writer II | 05-2104 |
| Administrative Assistant | 01311 = Secretary I | 05-2104 |



III. FORMATS

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

The Prometheus Co., Inc., provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small business that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Mr. Waldon Jue
juew@Prometheusco.com
Phone: (301) 866-5934
Fax: (301) 866-0030





**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency Date _____ Contractor Date



SAMPLE BPA

BPA NUMBER _____

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| <u>MODEL NUMBER/PART NUMBER</u> | <u>*SPECIAL BPA DISCOUNT/PRICE</u> |
|---------------------------------|------------------------------------|
|---------------------------------|------------------------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;



- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



CONTRACTOR TEAMING

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements. These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts. Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements. Here is a general outline on how it works:

The customer identifies their requirements.
Federal Supply Schedule Contractors may individually meet the customer's needs, or –
Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
Customers make a best value selection.

(a) ORDERING INFORMATION

NAME: Mr. Waldon Jue
TITLE: CEO
Phone: (301) 866-5900
Email: juew@Prometheusco.com
Ordering Address:: The Prometheus Co., Inc.
14357 Castle Ct.
King George, VA 22485
Ordering Facsimile: (301) 866-0030

(b) Contract Administration.

NAME: Ms. Heather Flaherty
TITLE: Business Manager
ADDRESS: 21815-B Three Notch Road, Lexington Park, MD 20653
TELEPHONE NO.: (301) 866-5924
FAX NO.: (301) 866-0300
E-MAIL ADDRESS: flahertyh@prometheusco.com

(c) Contractor compliance with the GSA Form 72A reporting requirements and the Industrial Funding Fee will be delegated to a GSA Administrative Contracting Officer. The Contract Management Zone will be determined based upon the location of the individual designated by the Contractor for administration of the contract's GSA Form 72A reporting. The Contractor prior to the award of the contract must provide the name



of this individual, along with the person responsible for questions concerning the Industrial Funding Fee.

GSA FORM 72A

NAME: Ms. Heather Flaherty

ADDRESS: same as above

TELEPHONE NO.: (301) 866-5924

FAX NO.: (301) 866-0030

E-MAIL ADDRESS: flahertyh@prometheusco.com

IV. SERVICES AND PRICING

DESCRIPTION OF CONSOLIDATED CONTRACT SCHEDULE SERVICES AND PRICING

1. DESCRIPTION OF INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES:

a. SIN C132-51: Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING - Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

b. Services provided under SIN C132-51, C132-51RC, C132-51STLOC may consist of any combination of the following labor categories.

Title: Program/Project Manager

Duties: Coordinate technical issues and user policies and procedures. Set goals and interface with client and tech staff to establish project plans.

Experience: 15 years experience with information technology projects and 6 years experience leading IT projects.

Education: BS in Computer Science, Engineering, Business or related field.

Title: Senior Information Engineer

Duties: Work with client to define system requirements. Coordinate with programming staff to define system design to meet client requirements. Establish plans for system maintenance and expanded capabilities. Research capabilities and identify new technologies.

Experience: 15 years experience with computer technology or information management.

Education: BS in Computer Science, Engineering, Business or related field.

Title: Information Engineer

Duties: Work with client to define system requirements. Model entity relationships and data flow diagrams and document system requirements.

Experience: Ten years experience with computer technology or information management.

Education: BS in Computer Science, Engineering, Business or related field.

Title: Junior Information Engineer

Duties: Maintain databases and documents system requirements. Under direction, model entity relationships and data flow diagrams.

Experience: Three years experience with computer technology or information management.

Education: BS in Computer Science, Engineering, Business or related field.

Title: Senior Computer Specialist



Duties: Design information system and lead programming staff in development. Maintain current program and program enhancements. Document technical system specifications.

Experience: 15 years experience with systems development and 6 years as technical specialist and technical team leader.

Education: BS Computer Science, Engineering, Business or related field.

Title: Computer Specialist

Duties: Program application interface to database server and perform other technical tasks.

Experience: Ten years experience with systems development and structured programming.

Education: BS Computer Science, Engineering, Business or related field.

Title: Junior Computer Specialist

Duties: Write program modules under direction of senior staff.

Experience: Three years experience with systems development and structured programming.

Education: BS Computer Science, Engineering, Business or related field.

Title: Clerical Support

Duties: Performs administrative tasks related to word processing, data entry and computer support to include, but not limited to computer operations and security.

Experience: Minimum two years experience with requisite Knowledge, Skills, and Abilities (KSA) to perform assigned tasks with minimum supervision.

Education: High School Diploma

Title: Technical Editor/Writer

Duties: Review and edit technical documents. Develop user manuals and training material.

Experience: Three years experience writing and editing technical documentation.

Education: BS/BA.

Title: Senior Network Engineer

Duties: Design local and wide area network (LAN/WAN) systems. Define telecommunications configurations. Direct staff to implement and maintain LAN/WAN systems.

Experience: Ten years experience with designing, implementing, administering and problem diagnosis in local and wide area network environments.

Education: BS preferably in Computer Science, Engineering, Business or related field.

Title: Network Engineer

Duties: Maintain and administer LAN/WAN systems. Assist in designing LAN/WAN systems. Provide user support.

Experience: Four years experience with implementing and administering local and wide area networks.

Education: BS preferably in Computer Science, Engineering, Business or related field.



Title: Junior Network Engineer

Duties: Provide user support and perform LAN administration tasks. Troubleshoot HW/SW problems.

Experience: Three years experience with administering local area networks, or

Education: BS preferably in Computer Science, Engineering, Business or related field.

Title: Programmer III

Duties: Design, develop and maintain complex business, accounting and management information systems. Works on complex tasks requiring nonstandard techniques.

Experience: Ten years experience with designing, implementing and maintaining management information systems, applications and databases. Proficient in more than one programming language.

Education: BS preferably in Computer Science, Engineering, Business or related field.

Title: Programmer II

Duties: Implement and maintain business, accounting and management information systems. Works on routine tasks requiring standard techniques.

Experience: Eight years experience with implementing and maintaining management information systems, applications and databases. Proficient in at least one programming language.

Education: BS preferably in Computer Science, Engineering, Business or related field.

Title: Programmer I

Duties: Translates project specifications and problem statements into computer programs. Modifies existing programs and documents input/output requirements.

Experience: Three years experience with implementing and maintaining management information systems, applications and databases. Has experience in at least one programming language.

Education: BS preferably in Computer Science, Engineering, Business or related field.

Subject matter experts are consultants from within our primary Centers Of Excellence

| |
|--|
| Financial Management |
| DoD Acquisition Program Management |
| Business Process Improvement |
| Security Assistance Program Management |
| Logistics Management |
| Engineering Management |

Title: Subject Matter Expert V

Duties: Design innovative procedures and systemic improvements. Work with and train users on broad system applications and trends.



Experience: Fifteen years experience providing management and technical services in specialty area. Has directed, developed and consulted on complex technical projects and tasks.

Education: Masters or higher degree plus specialized training and academic qualifications.

Title: Subject Matter Expert IV

Duties: Establish user procedures and policies. Work with users to define broad system applications. Identify trends and areas for systemic improvement.

Experience: Ten years experience providing management and technical services in specialty area, has directed technical projects and participated or consulted on complex tasks.

Education: Masters or higher degree plus specialized training and academic qualifications.

Title: Subject Matter Expert III

Duties: Conducts independent studies and projects, provides project functional expertise. Provides analytical and technical direction to study teams.

Experience: Eight years concentration in specialty. Proven analytical skills developed through participation on a variety of related technical consulting projects.

Education: BS/BA plus additional training specialty area.

Title: Subject Matter Expert II

Duties: Conducts studies and projects. Skilled member of technical consulting team. Performs data collection and analysis.

Experience: Five years concentration in specialty.

Education: BS/BA plus additional training specialty area.

Title: Subject Matter Expert I

Duties: Member of technical consulting team. Performs data collection and analysis.

Experience: Three years participating on system studies and analyses.

Education: BS/BA plus additional training specialty area.

Equivalency for education requirements. Our degree requirements may be substituted by additional related work experience and lower level degrees. The credit for experience applies to work years in excess of the basic experience requirements for the labor category.

Degree Substitution Guidelines

| Degree | Substitute Degree & Experience | Substitute Experience Only |
|----------|--------------------------------|---|
| Bachelor | Associate + 2 years | 4 years |
| Master | Bachelor + 2 years | N/A requires at least bachelor's degree |

2. HOURLY RATES - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

OPTION 3 PRICE LIST

| ITEM | Description | Price per hr* |
|-------------|-----------------------------|----------------------|
| 0001AA | Program Manager | \$135.37 |
| 0001AB | Project Manager | \$116.03 |
| 0001AC | Senior Information Engineer | \$116.03 |
| 0001AD | Information Engineer | \$ 87.02 |
| 0001AE | Junior Information Engineer | \$ 58.01 |
| 0002AA | Senior Computer Specialist | \$ 77.35 |
| 0002AB | Computer Specialist | \$ 58.01 |
| 0002AC | Junior Computer Specialist | \$ 38.68 |
| 0003AA | Senior Network Engineer | \$ 96.69 |
| 0003AB | Network Engineer | \$ 77.35 |
| 0003AC | Junior Network Engineer | \$ 58.01 |
| 0004AA | Technical Editor/Writer | \$ 48.34 |
| 0004AB | Clerical Support ** | \$ 29.01 |
| 0005AA | Subject Matter Expert V | \$145.03 |
| 0005AB | Subject Matter Expert IV | \$135.37 |
| 0005AC | Subject Matter Expert III | \$125.70 |
| 0005AD | Subject Matter Expert II | \$116.03 |
| 0005AE | Subject Matter Expert I | \$106.36 |
| 0006AA | Programmer III | \$ 67.68 |
| 0006AA | Programmer II | \$ 58.01 |
| 0001AA | Programmer I | \$ 48.34 |

*All prices are inclusive of the 0.75% IFF.

** “Clerical Support” is intended to be solely used incidental to, and only to support hardware, software and/or professional services, and cannot be sold separately

3. DESCRIPTION OF OTHER PROFESSIONAL SERVICES MISSION ORIENTED BUSINESS IMPROVEMENT SERVICES (MOBIS) :

a. Special Item Numbers (SIN's) 874-1, 874-1RC, 874-7 and 874-7RC.

Our MOBIS services include:

Business Process Improvement, strategic planning, change management
Acquisition Planning and Program Management
Financial management analysis
Organizational assessments and evaluations
Process modeling and simulation
Corporate information systems requirements analysis related to process improvement
Systems analysis, design and implementation to support process improvement

874-1 Integrated Consulting Services - Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include:

Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services
Facilitation and related decision support services
Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings
Advisory and assistance services in accordance with FAR 37.203

NOTE: Consulting services where the preponderance of work is specifically covered under other GSA Schedules are not permitted under this SIN; please refer to the Scope of Work in Part I of the MOBIS solicitation for further information.

874-7 Integrated Business Program Support Services - Contractors shall provide services to assist agencies in managing their mission-oriented business projects or programs and achieving mission performance goals. Services covered by this SIN include:

All phases of program or project management, from planning to closeout
Operational/administrative business support services in order to carry out program objectives

NOTE 1: Program support services where the preponderance of work is specifically covered under other GSA Schedules are not permitted under this SIN; please refer to the Scope of Work in Part I of the MOBIS solicitation for further information.

NOTE 2: Administrative support services are authorized under this SIN; however, they must be provided in conjunction with other professional business services covered under



this Schedule and must be performed under the supervision of the contractor's Project or Program Manager. Personal services as defined in FAR are prohibited under MOBIS.

b. Services provided by Prometheus staff under any of our C874-xx SIN's may consist of staff in the following labor categories.

Title: Project Director

Experience: 15 years experience, of which a minimum of 6 years must be primarily in managing projects, contracts, funds and resources.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Principle Consultant

Experience: 20 years experience, of which a minimum of 10 years must be primarily in organizational assessment and evaluation, organizational design, or development of leadership/management skills. Additionally, experience in strategic planning, process re-engineering, functional requirements development, or organizational redesign is required.

Education: MS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Senior Consultant

Experience: 15 years experience, of which a minimum of 6 years must be primarily in organizational assessment and evaluation, organizational design, or development of leadership/management skills. Additionally, experience in strategic planning, process re-engineering, functional requirements development, or organizational redesign is required.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Consultant

Experience: 10 years experience, of which a minimum of 4 years must be primarily in organizational assessment and evaluation, organizational design, or development of leadership/management skills. Additionally, experience in strategic planning, process re-engineering, functional requirements development, or organizational redesign is required.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Junior Consultant

Experience: 3 years experience, of which a minimum of 2 years must be primarily in organizational assessment and evaluation, organizational design, or development of leadership/management skills. Additionally, experience in strategic planning, process re-engineering, functional requirements development, or organizational redesign is required.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Principle Analyst

Experience: 20 years experience, of which a minimum of 10 years must be related to systems design analysis, functional requirement analysis, and implementation or transition planning for government or commercial systems and processes. Additionally, 5 years experience directly related to the client industry is required.

Education: MS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Senior Analyst



Experience: 15 years experience, of which a minimum of 6 years must be related to systems design analysis, functional requirement analysis, and implementation or transition planning for government or commercial systems and processes. Additionally, 5 years experience directly related to the client industry is required.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Analyst

Experience: 10 years experience, of which a minimum of 4 years must be related to systems design analysis, functional requirement analysis, and implementation or transition planning for government or commercial systems and processes. Additionally, 3 years experience directly related to the client industry is required.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Junior Analyst

Experience: 3 years experience, of which a minimum of 2 years must be related to systems design analysis, functional requirement analysis, and implementation or transition planning for government or commercial systems and processes

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Facilitator

Experience: 8 years experience, of which a minimum of 2 years must be specialized in the facilitation of working group and team processes with demonstrated problem solving skills associated with such facilitation.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Researcher

Experience: 3 years experience, of which a minimum of 2 years is specialized in the collection, analysis, and presentation of data.

Education: BS in Business, Finance, Engineering, Science, Mathematics or equivalent

Title: Editor

Experience: 3 years experience in the authoring and publishing of reports, courseware, or similar documents.

Education: Bachelor's degree or equivalent.

Title: Administrative Assistant

Experience: 2 years experience in providing administrative and business operations support to government or commercial programs.

Education: High school graduate or equivalent

Degree Substitution Guidelines

| Degree | Substitute Degree & Experience | Substitute Experience Only |
|----------|--------------------------------|---|
| Bachelor | Associate + 2 years | 4 years |
| Master | Bachelor + 2 years | N/A requires at least bachelor's degree |



4. HOURLY RATES - OTHER PROFESSIONAL SERVICES MANAGEMENT, ORGANIZATIONAL AND BUSINESS IMPROVEMENT (MOBIS)

Hourly Rates apply to SIN 874-1, 874-1RC, 874-7, 874-7RC

Option Three

| Labor Category | Year 16 | Year 17 | Year 18 | Year 19 | Year 20 |
|--------------------------|-----------|-----------|-----------|-----------|-----------|
| | Ending | Ending | Ending | Ending | Ending |
| | 5/31/2014 | 5/31/2015 | 5/31/2016 | 5/31/2017 | 5/31/2018 |
| Project Director | \$ 145.03 | \$ 149.38 | \$ 153.86 | \$ 158.48 | \$ 163.23 |
| Principal Consultant | \$ 169.21 | \$ 174.29 | \$ 179.52 | \$ 184.91 | \$ 190.46 |
| Senior Consultant | \$ 145.03 | \$ 149.38 | \$ 153.86 | \$ 158.48 | \$ 163.23 |
| Consultant | \$ 120.86 | \$ 124.49 | \$ 128.22 | \$ 132.07 | \$ 136.03 |
| Junior Consultant | \$ 96.69 | \$ 99.59 | \$ 102.58 | \$ 105.66 | \$ 108.83 |
| Principal Analyst | \$ 116.03 | \$ 119.51 | \$ 123.10 | \$ 126.79 | \$ 130.59 |
| Senior Analyst | \$ 96.69 | \$ 99.59 | \$ 102.58 | \$ 105.66 | \$ 108.83 |
| Analyst | \$ 77.35 | \$ 79.67 | \$ 82.06 | \$ 84.52 | \$ 87.06 |
| Junior Analyst | \$ 58.01 | \$ 59.75 | \$ 61.54 | \$ 63.39 | \$ 65.29 |
| Facilitator | \$ 96.69 | \$ 99.59 | \$ 102.58 | \$ 105.66 | \$ 108.83 |
| Researcher | \$ 58.01 | \$ 59.75 | \$ 61.54 | \$ 63.39 | \$ 65.29 |
| Editor | \$ 67.68 | \$ 69.71 | \$ 71.80 | \$ 73.95 | \$ 76.17 |
| Administrative Assistant | \$ 43.51 | \$ 44.82 | \$ 46.16 | \$ 47.54 | \$ 48.97 |

All prices shown are inclusive of the 0.75% IFF.